

DATE: 4/12/2012

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00103397

## JEFFERSON PARISH

PURCHASING DEPARTMENT  
P.O. BOX 9  
GRETNA, LA. 70054-0009  
504-364-2678

BUYER: Holmes @jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 8:00 AM, 5/10/2012 AND THEN PUBLICLY OPENED.

### LATE BIDS WILL NOT BE ACCEPTED

Each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.**

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

#### THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. All formal Addenda require written acknowledgement by the bidder. Failure to acknowledge an Addendum shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(A)(1)(c) or LSA-R.S. 38:2212 (O). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive bidder in this event.

NOTE: A sample corporate resolution can be downloaded from our website [www.purchasing.jeffparish.net](http://www.purchasing.jeffparish.net) or you may provide your own document.

**A. AWARD OF CONTRACT:** JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

Visit our website at [WWW.PURCHASING.JEFFPARISH.NET/BIDS](http://WWW.PURCHASING.JEFFPARISH.NET/BIDS)

## INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

**B. USE OF BRAND NAMES AND STOCK NUMBERS:** Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

**C. CANCELLATION OF CONTRACT:** JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

**D. PRICES:** Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

**E. RESPONSE TO INVITATION:** If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

**F. POSTING OF BIDS:** Bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA and will remain posted until close of respective bids..

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

VENDORS WILL BE REQUIRED TO SUBMIT AN E-VERIFY AFFIDAVIT WITH ALL BIDS UNLESS OTHERWISE SPECIFIED.. In accordance with applicable laws, vendors contracting with Jefferson Parish must submit an affidavit attesting to their participation in a status verification system to ensure that all employees in the state of LA are legal citizens or legal aliens of the United States.

AFFIDAVIT MUST BE SUBMITTED WITHIN 10 DAYS OF BID OPENING. FAILURE TO COMPLY WILL RESULT IN BID REJECTION. JEFFERSON PARISH RESERVES THE RIGHT TO AWARD TO THE NEXT LOWEST RESPONSIVE BIDDER IN THIS EVENT.

### IN ACCORDANCE WITH RECENT STATE LEGISLATION JEFFERSON PARISH IS NOW OFFERING ELECTRONIC PROCUREMENT TO ALL VENDORS

**JEFFPro** the current Electronic Procurement System, allows vendors the convenience of entering and submitting their pricing online. This is a secure site and authorized personnel have limited read access only.

Please follow the Purchasing Department link at [purchasing.jeffparish.net](http://purchasing.jeffparish.net) to register and review Jefferson Parish solicitations.

**INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS**

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by following the Purchasing Department link at [purchasing.jeffparish.net](http://purchasing.jeffparish.net) and clicking on Vendor Forms and Manuals.

**ADDITIONAL REQUIREMENTS FOR THIS BID**

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE  
CORRESPONDING INSTRUCTIONS BELOW.

2,3,4,5,6,7,10,11,14

**PRE-BID CONFERENCE TO BE HELD AT:**

1. All bidders must attend the pre-bid conference; attendance is mandatory. Failure to attend will prohibit a company from turning in a bid.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the vendor comment section of the bid form. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicted on the attached sheet. The current certificate of insurance must be submitted within 10 days of the bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive bidder in this event.
11. A bid bond will be required for this bid in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, money order, or surety bid bond.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations or warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Affidavits required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be signed, notarized and submitted within 10 days of the bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana , Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive bidder in this event.
15. NON PUBLIC WORK BIDS - Original Affidavits required; Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be signed, notarized and submitted within 10 days of the bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana , Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive bidder in this event.
16. NON-ADVERTISED BIDS - Each successful vendor will be required to submit one original E-Verify Affidavit (signed and notarized) to be kept on file in the Purchasing Department for use throughout the same year on future bids. The original affidavit must be provided to the Purchasing Department within 10 days of bid opening. Payment will not be made until the Purchasing Department receives the original affidavit.

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

Page: 5

TO: JEFFERSON PARISH  
PURCHASING DEPT  
P.O. BOX 9  
GRETN, LA 70054-0009

(Owner to provide name and address of owner)

BID FOR: 50-00103397

LABOR, MATERIAL, AND EQUIPMENT  
 TO REPLACE ROOF AT OAKDALE GYM,  
 650 WALL BLVD, GRETN, LA 70056

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: JEFFERSON PARISH RECREATION DEPARTMENT

and dated: MARCH 2012

(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) \_\_\_\_\_

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Dollars (\$ ) \_\_\_\_\_

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Dollars (\$ ) \_\_\_\_\_

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Dollars (\$ ) \_\_\_\_\_

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

Dollars (\$ ) \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with LSA-R.S.38:2212(A)(1)(c) or LSA-R.S. 38:2212(O) .

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LSA-R.S. 38:2218.A is attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM  
UNIT PRICE FORM

TO: JEFFERSON PARISH  
PURCHASING DEPT  
P.O. BOX 9  
GRETN, LA 70054-0009  
(Owner to provide name and  
address of owner)

BID FOR: 50-00103397

LABOR, MATERIAL, AND EQUIPMENT  
TO REPLACE ROOF AT OAKDALE GYM,  
650 WALL BLVD, GRETN, LA 70056

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices.  
Amounts shall be stated in figures and only in figures.

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. # 0010 REPLACE ROOF ON OAKDALE GYM				
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	JOB		

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. #				
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. #				
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. #				
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. #				
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. #				
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. #				
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid <input type="checkbox"/> Alt. #				
REF NO.	QUANTITY	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)

Wording for "DESCRIPTION" is to be provided by the Owner.  
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner

**IMPORTANT NOTICE TO ALL BIDDERS – BID REQUIREMENTS**

As per LA R.S. 38:2212(A)(3)(c)(ii), the bid form shall contain Bid Security or Bid Bond, Acknowledgment of Addenda, Base Bid, Alternates, Signature of Bidder, Name, Title and Address of Bidder, Name of Firm or Joint Venture Corporate Resolution or other appropriate signature authorization, if required, Louisiana Contractors License Number, and on public works projects where unit prices are utilized, a section on the bid form where the unit price utilized in the bid shall be set forth; however, unit prices shall not be utilized for the construction of building projects, unless the unit price is incorporated into the base bid. Other documentation required shall be furnished by the low bidder within 10 days after the bid opening.

To the extent that the Jefferson Parish front end documents, including the Instructions to Bidders, Supplemental Terms and Conditions, as per Resolutions 113646 and 113647, require that any information or documentation be supplied with the bid, and which said information or documentation is not allowed to be required with the bid under the new Louisiana Uniform Public Work Bid Form, then the requirement to provide it with the bid is waived. All such required information or documentation not provided with the bid must be provided by the low bidder within 10 days after the bid opening. Failure to provide said information and documentation within 10 days after bid opening shall be grounds to declare the bid non-responsive. This information and documentation includes, but is not limited to, the non-collusion affidavit, campaign contribution affidavit, non-conviction affidavit, employment verification affidavit, the tax identification number, and the proof of insurance. However, the payment and performance bond must be supplied upon contract signing.

Contractor's Louisiana License shall be in the following category: Building Construction

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. In the event the Owner issues the Letter of Award during this period, the bid accepted shall continue to remain binding until the execution of the Contract.

Attached hereto is an Affidavit in proof that the undersigned has not entered into any collusion or agreements with any person or persons with respect to this proposal or the submission thereof, which affidavit must be provided by the low bidder within 10 days after bid opening.

Low Bidder will execute the formal agreement within twelve (12) days after the original date of Owner's Notification of award and will deliver a Performance Bond or Bonds for the faithful performance of the Contract.

Bid Security, in the sum of five percent (5%) of the total bid price (Base Bid and any Alternates), is to become the property of the Owner in the event the information or documentation required 10 days after opening are not supplied, or if the Contract and Performance Bond are not executed within the time above set forth.

Further, the Bidder agrees that all work shall be completed within ninety (90) calendar days, such time limits commencing upon the date of Issuance of Owner's "Notice To Proceed".

Further, as per Resolutions 113646 and 113647, the Bidder agrees to pay, as liquidated damages, the sum of three hundred dollars (\$300) as follows for: (1) each consecutive calendar day after the agreed date of completion that the work remains substantially

incomplete, or (2) each consecutive calendar day after substantial completion that the work has not been finally completed.

In addition to and not in lieu of the per diem liquidated damages, Owner shall also be entitled to recover from Contractor or Contractor's Surety additional liquidated damages as detailed in Resolutions 113646 and 113647. These additional liquidated damages may include, but are not limited to the following, in the amounts and for each of the items identified in the Supplementary Conditions (to be determined and filled in by the department):

- (1) Extended architectural and/or engineering fees \$0;
- (2) Extended Resident Project Representative fees \$0;
- (3) Extended construction management fees \$0;
- (4) Extended Owner's overhead and personnel expenses \$0; and
- (5) Owner's other costs directly related to the delay in completion beyond the Contract Times.

In addition to liquidated damages, in accordance with Section 6.02, "Labor; Working Hours," whenever Contractor's work requires inspections in excess of the budgeted amount for inspection, Contractor shall reimburse Owner for the additional costs incurred by the Owner with respect to inspection of the contracted project provided the additional costs for inspections are above the budgeted amount for the contracted project.

For this project, the Project Representative Services, in accordance with the terms of the Engineer's agreement with the Owner, provides that the average hourly rate to be charged for resident inspection for this construction project is N/A and the reasonable budget for such inspections is N/A (the overtime rates shall be N/A per hour). The cost of inspection in excess of this budgeted amount shall be assessed against Contractor's progress payments, all in accordance with LSA R.S. 38:2216(L)(2).



**Section 1.0 - Pre-Bid Conference:**

Pre-Bid Conference and inspection of the site shall be held on May 2, 2012 at 9:00 am at Oakdale Playground, 650 Wall Blvd, Gretna, LA 70056 for the Department of Recreation.

All bidders are required to attend the Pre-Bid Conference. Failure to attend the Pre-Bid Conference shall not relieve the bidder of responsibility for information discussed at the conference. This conference is held to allow questions to be answered and to inspect the site with the owner's representative, etc.

The Pre-Bid Conference and inspection does not relieve the successful bidder from necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specifications without cost to owner.

**Section 2.0 -Scope**

We extend this proposal to cover the furnishing of labor, materials, and equipment necessary to:

1. Pressure wash the entire R-Panel roof area including the standing seam roof area.
2. Fabricate and install 24 gauge Kynar coated pre-finished or equivalent metal gable end trim as indicated on the attached drawing to match as close as possible profile and color.
3. Fabricate and install new metal apron extending a minimum of 16 inches on to the standing seam roof panels and 3 inches under the existing R-panel roof at standing seam/R-panel roof.
4. Install new metal closures at standing seam roof under new apron caulked completely around closures
5. Install new EPDM boots over existing roof penetrations.
6. Apply 1- coat of Andek Polarprime primer or equivalent at 200 square feet over entire roof areas.
7. Install roof fab fabricate at all horizontal seams including perimeter trim set in Polarroof AIC or equivalent and any cuts or holes in existing roof panels.
8. Apply 1 - coat of Andek Polarroof AIC elastomeric coating or equivalent at 150 square feet per gallon over entire roof area, and allow to cure for 24 hours.
9. Apply second - coat of Andek Polarroof AIC elastomeric coating or equivalent at 150 square feet per gallon over entire roof areas.
10. Provide a one year (1) material warranty.
11. Provide a contractor's 2-year labor warranty.

**Section 3.0 - Quantities/Inspection:**

Bidders must inspect the site and perform their own measurements in order to determine the proper quantity of materials required to complete the job.

Contact Frank Musacchia at 364-5000 ext 114 for appointments between the hours of 7:00 am and 2:30

**Section 4.0 - Bid Specifications:**

The successful contractor shall cover the furnishing of labor, materials and equipment necessary to pressure wash the roof, remove loose fasteners, and replace with oversized self tapping screws where necessary. Also pressure wash all gutters and down spouts and coat with elastomeric roof coating. This work is to be performed on Oakdale Playground Gymnasium at 650 Wall Blvd, Gretna, LA 70056 for the Department of Recreation.

The roof, gutters, and downspouts shall be pressure washed with 3500 pounds of pressure, removing all surface rust.

All loose fasteners shall be replaced with oversized self tapping screws.

All rusted through holes shall be repaired with construction adhesive, rubber membrane by Andek or equal brand and with Andek or equal brand, gray roof patch and butyl tape.

Apply two (2) coats of Andek Polarprime or equal Brand to all areas that pond water.

Two (2) coats of white elastomeric base Andek Polarroof NC or equal brand shall be applied to the completed roof check for and repairing imperfections after each coat is applied.

**Section 5.0 - Cleaning Area and Safety:**

Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Inflammable material must be removed from the job site daily, because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of Jefferson Parish and other Parish officials.

Trash and debris: shall be removed daily, shall become property of the contractor, and shall be placed in appropriate dumpsters and hauled away by the contractor. TRASH AND DEBRIS SHALL NOT BE PUT IN PARISH DUMPSTERS OR COMPACTORS.

Contractor's employees may use public bathroom facilities for personal use only, provided they help maintain cleanliness. The cleaning of equipment in lavatories or any misuse of any kind to the bathroom facilities will not be tolerated. Any damages incurred will remain the sole responsibility of the contractor.

There must be a fire watch present when any cutting, burning, or welding is taking place, and 2 hours thereafter. The fire watch and his equipment will be sole responsibility of the contractor. Smoking inside of any Jefferson Parish Building and its restrooms is prohibited.

**Section 6.0 - Warranty:**

All workmanship and materials must have at least two (2) year guaranty, in writing, from the date of the acceptance of the project, against defects. The contractor must agree, upon written notice from the owner, promptly and without charge, and to the satisfaction of the owner, to make changes, replacement, and corrections which may be required to make good all defects in materials, and/or equipment under its intended use, within the warranty period.

The contractor shall also include the manufacturer's ten (10) year full value on-prorated labor and material warranty. This warranty must be provided in writing before final payment is made.

The contractor will also guaranty that he will hold the Parish of Jefferson harmless from any damage arising from faulty workmanship or materials performed and/or installed within the duration of the warranty.

**Section 7.0 - Permits:**

The contractor shall obtain any and all permits required by Jefferson Parish Department of Inspection and Code Enforcement. The contractor shall also be responsible for payment of these permits. All permits must be obtained prior to the start of the project.

Certificates of Final Inspection must be submitted to and approved by the Department of Recreation before final payment is rendered.

**Section 8.0 - Performance Bond:**

A performance bond will be required in the amount of 50% of the contract price. If the successful bidder does not provide a performance bond, the project may be awarded to the next or subsequent successful bidder.

**Section 9.0 - Liquidated Damages:**

Liquidated Damages in the amount of \$100.00 per day will be assessed for each day that expires 120 days from the date of the Notice to Proceed until the work is substantially complete.

After substantial completion of the work, the Contractor shall pay the \$100.00 for each day that expires after substantial completions, until the work is complete and ready for final payment.

**Section 10.0 - Pre-Construction Conference and Notice to Proceed:**

A Pre-Construction Conference shall be held between the successful contractor and the owner before any work commences; no work shall be performed until the contractor receives a written Notice to Proceed to begin work from the Department of Recreation.

**Non-Conviction  
AFFIDAVIT**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, (Affiant) who after being duly sworn, deposed and said that  
he/she/they are fully authorized \_\_\_\_\_ of \_\_\_\_\_  
(Bidding Entity) the party who submitted a bid for \_\_\_\_\_  
\_\_\_\_\_, Bid No. \_\_\_\_\_ and further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Campaign Contribution  
AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared: \_\_\_\_\_, (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_ (Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_ (the Matter), to the Parish of Jefferson.  
**(Choose one of the following):**

\_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

\_\_\_\_\_ Affiant, Entity, and/or officers, directors and owners, including employees, owning 25% or more of the Entity, have made no campaign contributions made to the current or former members of the Jefferson Parish Council or the Jefferson Parish President during the two-year period preceding the date of this affidavit. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of the current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Affiant further stated, that Affiant will submit a new affidavit if any additional campaign contributions are made after the execution of this affidavit, but prior to the time the Jefferson Parish Council acts on the Matter.

\_\_\_\_\_  
Signature of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Jefferson Parish Code of Ordinance

Sec. 2-923. - Disclosure and approval of all subcontractors and persons receiving payments for all non-bid contracts.

- (a) All persons or firms who are under contract awarded on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts or who submit responses to any request for submittals to contract on a non-bid basis with Jefferson Parish or with any of its agencies, divisions or special districts must identify all subcontractors and persons, excluding full time employees of the firm, who would assist in providing services or materials under the contract or who would share in any fees, commissions or other remuneration under the contract. Each such subcontractor or person shall submit all documents and information required by this section. Substitutions or subsequent addition of subcontractors or other persons to the contract must be ratified by council resolution. The person or firm under contract shall provide to the council detailed justification of the need for any such additional subcontractor or person. With each invoice submitted, the person or firm holding said non-bid contract shall acknowledge that no subcontractors or other persons have been added to the contract without prior council approval by resolution. Failure to comply with this section shall result in penalties imposed upon the person or firm under contract as set forth in section 2-935.1 for professional service providers.
- (b) In addition, the person or firm contracting or proposing to contract with Jefferson Parish or with any of its agencies, divisions or special districts on a non-bid basis must submit prior to the ratification by the council of the contract or contract amendment:
- (1) An affidavit attesting:
- a. That the affiant has not and will not employ any person either directly or indirectly to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the provision or procuring of insurance under the contract or in securing the public contract are in the regular course of their duties for the affiant; and
- b. That no part of the contract price was paid or will be paid to any person for soliciting the contract other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant; and
- (2) An affidavit attesting to:
- a. Any and all campaign contributions that the affiant has made to elected officials of the parish, whether still holding office at the time of the affidavit or not, during the two-year period immediately preceding the date the affidavit is signed, listing the date and amount of each contribution made to a Jefferson Parish Council member or Parish President; if any additional campaign contributions are made after the affidavit is executed, but prior to the time the council acts on the matter, an updated affidavit is required; for the purposes of this requirement, if the affidavit is submitted on behalf of a corporation, LLC or any other legal entity, then the affidavit must additionally report contributions made by officers, directors and owners, including employees, owning twenty-five (25) percent or more of the company; and
- b. Any and all debts owed by the affiant to any elected or appointed official of the parish, and any and all debts owed by any elected or appointed official of the parish to the affiant; and attesting:
- c. That the affiant has not made any contribution to or in support of elected officials of the parish through or in the name of another person or firm either directly or indirectly.
- (3) Any affidavit required under state law.
- (c) For purposes of this Section, the terms "non-bid contract(s)", "contract(s) awarded on a non-bid basis" or "contract(s) on a non-bid basis" shall not include group purchasing contracts. For purposes of this section, "subcontractors" in contracts with insurance agents of record or for the provision of insurance for Jefferson Parish or for any of its agencies, divisions or special districts, including, but not limited to Jefferson Parish Hospital Service District No. 1 and Jefferson Parish Hospital Service District No. 2, shall include any person or firm who would assist in providing insurance under the contract or who would share in the commissions generated by the placement of insurance under the contract, excluding full time employees of the primary firm under contract. Notwithstanding any provision of this section to the contrary, however, nothing herein shall prohibit an insurance producer of record or agent from using the services of a wholesale broker for the placement of insurance coverage without prior approval of the use of said wholesale broker by the council, provided that the name of the wholesale broker and the amount of the broker's fee is disclosed on the invoice for

Updated: 2.20.12

Code of Ord., Jeff. Parish LA § 2-923-923.1

2 of 3

the placement of any insurance using the broker's services and that the risk management department provides a copy of said invoice to each member of the council within five (5) days of the department's receipt of the invoice.

- (d) Notwithstanding any other provision of this section to the contrary, submissions of subcontractor affidavits as required by this section for all non-bid contracts with Jefferson Parish Hospital Service District No. 1 and/or Jefferson Parish Hospital Service District No. 2 which are not subject to ratification or approval by the Jefferson Parish Council under applicable regulations and procedures shall be made to the hospital board or hospital administration or other appropriate agency which is authorized to approve the prime contract related to the proposed subcontract, and said agency shall be the proper and final authority to approve any such subcontract. In addition, for those contracts with the parish's hospital service districts which are not subject to ratification or approval by the Jefferson Parish Council, contractors shall not be required to acknowledge with the invoices submitted under such contracts that no subcontractors or other persons have been added to the contract without prior council approval by resolution.

Sec. 2-923.1. - Disclosure and approval of all subcontractors and persons receiving payments for bid contracts.

- (a) All non-collusion affidavits, affidavits of fee disposition and campaign disclosure forms or other similar attachment, required to be provided with any bid, request for proposal, or statement of qualification, if not elsewhere required to be provided earlier, must be provided to the parish at least nine (9) days before the Jefferson Parish Council meeting at which the matter triggering the requirement of the submittal is to be considered by the council, unless a council member approves the resolution or ordinance for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (b) The parish department which initiated the request for such submittal shall be responsible for reviewing the submittals and coordinating with the parish EIS department to have the non-collusion affidavits, affidavits of fee disposition, campaign disclosure forms, or other similar attachment, posted on the parish web site at a link no later than the Monday before the council meeting at which the matter is to be considered by the council, unless a council member approves the resolution for the addendum agenda, in which case the required attachments must be with the posting to the addendum agenda.
- (c) In order to facilitate this, all required affidavits and disclosures must be attached to any legislation which is routed for approval to be included on the council agenda. For the purposes of this routing requirement as it applies to RFP's, all affidavits received must be attached; the fact that some may have not been provided by the proposer will be reported to the council by the evaluation committee.

**Employment Status Verification  
AFFIDAVIT**

**STATE OF** \_\_\_\_\_

**PARISH/COUNTY OF** \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_,  
to Jefferson Parish. (Choose one of the following):

\_\_\_\_\_ Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

\_\_\_\_\_ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC



**Non-Collusion  
AFFIDAVIT**

STATE OF \_\_\_\_\_

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared,  
\_\_\_\_\_, (Affiant) who after being duly sworn, deposed and said that  
he/she is the fully authorized \_\_\_\_\_ of \_\_\_\_\_  
(Entity), the party who submitted a Proposal/Contract/Bid/RFP/SOQ No. \_\_\_\_\_,  
to Jefferson Parish.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in the regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

\_\_\_\_\_  
Signature of Affiant

SWORN TO AND SUBSCRIBED  
BEFORE ME ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

## **INSURANCE REQUIREMENTS**

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No.113646 or No.113647.

### **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

### **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

### **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.  
Property Damage Liability \$1,000,000.00 each occurrence.

### **DEDUCTIBLES**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

### **UMBRELLA LIABILITY COVERAGE**

An umbrella policy or excess may be used to meet minimum requirements.

## **CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:**

### **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

### **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.